

APPROVED

AGREEMENT

Between

BOROUGH OF EAST RUTHERFORD

And

**EAST RUTHERFORD DEPARTMENT
OF PUBLIC WORKS EMPLOYEES**

FOR THE PERIOD

JANUARY 1, 2012 THROUGH DECEMBER 31, 2015

THIS AGREEMENT, entered into on April 16, 2013 but effective as of this 1st day of January 2012, by and between **THE BOROUGH OF EAST RUTHERFORD** a municipal corporation of the State of New Jersey, located at 1 Everett Place in the Borough of East Rutherford, New Jersey (hereinafter referred to as the "Borough"), and the **EAST RUTHERFORD DEPARTMENT OF PUBLIC WORKS EMPLOYEES**, located at 1 Everett Place in the Borough of East Rutherford, New Jersey (hereinafter referred to as the "Employees"), represents the complete and final understanding on all the negotiable issues between the Borough and the Employees.

1. The Borough recognizes the Employees as the exclusive collective negotiations agent for the full-time employees of the East Rutherford Department of Public Works.

2. Except to the extent expressly modified by a specific provision of this Agreement, the Borough reserves and retains solely and exclusively all its statutory and common law rights to manage the operations of all employees as such rights existed prior to the execution of this or any other agreement with said employees. It is not the intention of the Borough, however, to waive any defense it may have to any clause herein which purports to contravene any statute now existing or hereafter adopted which declares such matter to be non-negotiable.

3. The Borough retains the rights invested or conferred upon it pursuant to laws and the constitution of the United States Government and the Government of the State of New Jersey, including, but without limiting, the generality of the foregoing, the following rights:

A. The executive, management and administrative control of the East Rutherford Government and its properties and facilities and the activities of its employees.

B. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment and/or assignment and to provide for continued employment or transfers, subject to qualifications and ability to perform the work necessary.

C. To suspend, demote, discharge or take other disciplinary action for the good and just cause according to law.

D. The exercise of the foregoing powers, rights, authority, duty and responsibility of the Borough of East Rutherford, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

4. **WORK SCHEDULES.**

A. **WORK HOURS:**

1. The regular workweek will be from Monday through Friday, both inclusive. Each Employee shall work five days of eight hours each day during each workweek

2. The regular hourly work schedule shall be as determined by the Borough; provided that work shall start no earlier than 6:00 A.M. and end no later than 4:00 P.M.

3. All employees are entitled to one thirty minute break in the morning and one fifteen minute break in the afternoon.

B. **OVERTIME:**

1. Overtime will be distributed as equitably as possible among Employees.

2. An Employee shall be compensated at the rate of one and one-half times his/her hourly rate of pay ("Time and a half") for all time actually worked by him/her: (i) in excess of forty (40) hours in any workweek; (ii) or 8 hours in any day provided that the Employee actually works at least 40 hours in that work week. For clarity, vacation days and personal days scheduled and approved by the Borough in advance as required by the Borough's personnel policy manual, funeral leave and holidays described in section 7 shall be considered time worked; but vacation days and personal days not approved as provided in the preceding phrase, sick days shall not be considered time worked.

3. An Employee shall be compensated at the rate of two times his/her hourly rate of pay ("Double Time") for all time worked by him/her on Sunday or any holiday listed in Section 7. For clarity, no employee shall be entitled to Time and a half overtime compensation in addition to the Double Time compensation for hours worked on a Sunday.

5. **SALARIES**

A. **Employees Hired before January 1, 2005.** Salaries for all employees hired before January 1, 2005 shall be increased in accordance with the following table:

2012	2013	2014	2015
0%	4%	2%	2%

B. **Employees Hired on or After January 1, 2005.**

1. Salaries for all employees hired on or after January 1, 2005 shall be in accordance with the following:

Step	Years of Service	2012	2013	2014	2015
1	0-1	\$20,800	\$20,800	\$20,800	\$20,800
2	1-2	\$22,880	\$22,880	\$22,880	\$22,880
3	2-3	\$30,453	\$30,453	\$30,453	\$30,453
4	3-4	\$36,498	\$36,498	\$36,498	\$36,498
5	4-5	\$39,178	\$39,178	\$39,178	\$39,178
6	5-6	\$42,072	\$42,072	\$42,072	\$42,072
7	6-7	\$44,417	\$44,417	\$44,417	\$44,417
8	7-8	\$46,902	\$46,902	\$46,902	\$46,902

2. After Step 8, Employees shall receive the following salary increases:

2012	2013	2014	2015
0%	4%	2%	2%

3. An Employee shall move to next higher step on the anniversary of the Employee's employment start date.

C. **Effective Date of Salary Increase.** Annual wage increases for Employees hired before January 1, 2005 and After Step 8 shall be effective and paid to that Employee as of January 1 in the year to which the increase applies.

D. **Retroactive Salary Payments.** Retroactive payments shall be made as soon as legally practical after ratification of this Contract.

E. C.D.L License

1. Employees who currently receive a \$5,000 stipend for a Class B C.D.L License or higher with airbrake endorsement will continue to receive the stipend - no other employee will be eligible going forward.

2. Full-time employees hired on or after January 1, 2013 are to be in a probationary period for one (1) year from the date of hire. Continuation of employment is contingent upon such employee obtaining a Class B C.D.L. License or higher with airbrake endorsement but no stipend (as described in Section 5.C.1) shall be paid.

F. Longevity.

1. Public Works Employees hired on or after January 1, 2002 are not entitled to Longevity Pay.

2. Public Works Employees hired prior to January 1, 2002 shall receive Longevity Pay as set forth below:

4 years but less than 8 years completed service	\$ 500.00
8 years but less than 12 years completed service	\$ 575.00
12 years but less than 16 years completed service	\$ 650.00
16 years but less than 20 years completed service	\$ 725.00
20 years but less than 24 years completed service	\$ 800.00
24 years but less than 28 years completed service	\$ 875.00
28 years but less than 32 years completed service	\$ 950.00
32 years but less than 36 years completed service	\$1,025.00
36 years but less than 40 years completed service	\$1,200.00

6. VACATION

A. Vacation days for full-time Employees hired prior to January 1, 2005 shall be based on the following Schedule:

Years of Service Completed	Vacation to be Received
1 to 4 years	13 days
5 to 9 years	15 days
10 to 14 years	18 days
15 to 19 years	22 days
20 to 29 years	31 days
30 years & up	32 days

B. Vacation days for full-time Employees hired on or after January 1, 2005 shall be based upon the following schedule:

Years of Service Completed	Vacation to be Received
1 to 4 years	10 days
5 to 9 years	16 days
10 to 14 years	20 days
15 to 20 years	24 days
21 years and up	28 days

C. The anniversary date of last hire shall be the cutoff date for the purpose of qualifying for vacation.

D. A minimum of five days notice must be given to the Borough before an employee can use a vacation day.

7. **HOLIDAYS**

A. In General.

1. For year 2012 and 2013 Employees shall be given the following paid holidays:

New Years Day	Columbus Day
Lincoln's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	Labor Day
Independence Day	Employee's Birthday

2. For 2014 and thereafter, Employees shall be given the following paid holidays:

New Years Day	Columbus Day
Martin Luther King Day	Veteran's Day
Lincoln's Birthday	Thanksgiving day
President's Day	Christmas Day
Good Friday	Labor Day
Memorial Day	Employee's Birthday
Independence Day	

B. Holidays falling on Saturday will be observed on Friday, and holidays falling on Sunday will be observed on Monday.

8. **SICK LEAVE;**

A. **Definition**

1. Sick days are provided by the Borough to its employees for their welfare and benefit during illness or sickness.

2. Sick leave time and/or sick days shall never be taken for personal reasons – only in the event of illness.

3. Sick leave may be utilized by the employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

4. If an Employee is absent for reasons that entitle him or her to sick leave, the supervisor shall be notified prior to the Employee's starting time. Failure to so notify his or her supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

B. **Amount**

1. All employees of the Borough hired on or before December 31, 2004 are entitled to fifteen (15) days of sick leave per year, which may be accumulated year-to-year.

2. All employees of the Borough hired on or after January 1, 2005 shall be entitled to twelve (12) sick days per year which may be accumulated year-to-year.

C. **Buy Back**

1. An Employee with up to five (5) days of accumulated sick time from the previous year will be eligible to sell back up to five (5) days, at the request of the Employee upon notification from the Employee of its desire for the Borough to buy back the sick days.

2. An Employee's request to buy back accumulated banked sick time shall be made in writing to the Borough Clerk prior to March 1st. The Borough shall make payment to the Employee no earlier than September 1st of that year and no later than November 15.

D. **Verification**

1. An Employee who shall be absent on sick leave for three or more consecutive days shall be required to submit acceptable medical evidence substantiating the illness. The Borough may require proof of illness or an Employee on sick leave, whenever such requirements appear reasonable.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. Upon retirement, Employee shall be paid for all unused sick time not to exceed 120 days. There shall be no other "terminal leave" or similar payment.

4. The Borough may require an Employee who has been absent because of personal illness, as a condition of his or her return to duty, to be examined at the expense of the Borough by a physician of the Borough's choice. Such examination shall establish whether the Employee is capable of performing his or her normal duties and that on the Employee's return he or she will not jeopardize the health of other Employees. The Employee must show medical evidence on returning to work.

9. **FUNERAL LEAVE:**

1. Employees will be paid for lost time to death in the immediate family for five working days. The immediate family shall include: spouse, child, mother, father, brother, sister, mother-in-law, father-in-law or grandparents.

2. Employees will be paid for one working day for death in the non-immediate family, such as brother-in-law, sister-in-law, aunt or uncle.

10. **PERSONAL DAYS:**

A. All full-time Public Work Employees shall receive three personal days to be used within each said calendar year. Personal days not used in a calendar year will be forfeited. Personal days cannot be taken directly before or after a holiday without the minimum of one week's notice to the superintendent.

B. In addition, each Employee shall receive, in lieu of the 2012 & 2013 Martin L. King holiday, two (2) additional personal days, in the year 2013 only. If not timely used within the year 2013 these Personal Day(s) shall be lost. This section B. shall be void for years after 2013.

C. The additional personal days described in sections 10.A and 10.B. may be taken only with the prior approval of the Borough and only on days when, in the

opinion of the Borough, Employee's absence will not adversely affect the ability of the DPW to perform its required tasks.

11. **RECORD KEEPING:**

A. The record keeping of all attendance records, including sick day, vacation day, funeral leave and personal day accumulation shall be the function of the Borough Clerk's Office. The record shall indicate the days accumulated to date, days taken to date and sick days bought back by the Employee.

B. Every Employee has the right to the verification of his or her sick day, vacation day, funeral leave and personal day accumulation at any time. This request is to be made to his or her department head.

12. **TRAINING:**

A. In-service training may be made available to all Employees of the Department of Public Works by the department head, supervisor or appropriate designee.

B. In-service training is defined as any time allocated by the department head, supervisor or appropriate designee to be used for the purpose of updating and maintaining professional skills, knowledge and performance of the employees.

C. In-service training shall also include service, training, schools, state university, or agencies or programs so designed that they are deemed to be of benefit to the employee and to the Borough.

D. Should the governing body determine that it will make such in-service training available, then, in that event, pertinent courses of instruction provided by these agencies (or programs) and available to the Employees of the Department of Public Works shall be posted so that all Employees of each respective department are made aware of the availability.

E. Any Employee interested in attending a course of instruction pertinent to his/her job shall indicate that desire by providing his/her signature under the courses of instruction posted on the bulletin board allotted to each respective department.

13. **DISCHARGE AND DISCIPLINE.** Discharge and Discipline shall be in accordance with the Personnel Manual of the Borough of East Rutherford.

14. MEDICAL-HEALTH INSURANCE:

A. Eyeglass Plan:

1. Each employee shall be entitled to be reimbursed for eye care per family per year for the term of this Agreement as provided in the following table:

2. Year	Amount
2012	\$450
2013	\$500
2014	\$500
2015	\$500

3. Any Employee that: (i) has been employed by the Borough of East Rutherford for at least twenty-five (25) years; (ii) who has reached the age of sixty (60); and (iii) has retired from Borough employment, shall be entitled to be reimbursed for eye care for the retired employee and his/her spouse only at the reimbursement rate in effect as of the date of his retirement. No Borough paid eyeglass plan will be provided to a retired employee or spouse after that employee reaches age 65.

B. Health Insurance:

1. The Employee shall be entitled to health insurance available to all non-police employees of the Borough of East Rutherford or its equivalent.

2. The Borough shall provide each employee with a prescription plan available to all non-police employees.

3. Any Employee that: (i) has been employed by the Borough of East Rutherford for at least twenty-five (25) years; (ii) who has reached the age of sixty (60); and (iii) has retired from Borough employment, shall be entitled to continuation of Borough paid health insurance, eyeglass plan, dental plan and prescription benefits as described above until the Employee dies or reaches the age of sixty-five (65). Employees must meet all three criteria to qualify.

4. Post-retirement the Employee shall be entitled only to the same type of coverage provided to him/her at the time of his/her retirement, provided the Employee's personal situation qualifies for that coverage. For example:

(i) if the employee is provided with "family" coverage immediately prior to his/her retirement then the retired employee who meets the qualifications of this section and the qualifications for family" coverage shall be provided "family" coverage;

(ii) if the employee is provided with "single" coverage immediately prior to his/her retirement, then the retired employee who meets the qualifications of this section shall be provided "single" coverage;

(iii) if the Employee is provided with "family" coverage immediately prior to his/her retirement but following his/her retirement his/her children become ineligible for coverage, then Employee shall be be entitled only to "husband/wife" coverage or "single" coverage depending on Employee's marital status;

(iv) ..if the employee is provided with "single" coverage immediately prior to his/her retirement, and the employee shall marry after retirement, then the retired employee who meets the qualifications of this section shall be provided "single" (not family or husband/wife") coverage;

4. No Borough paid health insurance, eyeglass plan or prescription benefits will be provided to a retired employee or to his/her spouse after that employee dies or the employee reaches age 65.

5. The surviving spouse of an employee or a retired employee shall be entitled to health insurance continuation coverage under COBRA provided that the surviving spouse shall make a timely election, otherwise be qualified for COBRA benefits and timely pay the required premiums and other charges.

C. HEALTH INSURANCE – OPT OUT

1. Any Employee whose spouse is not employed by the Borough choosing to opt-out of the Health Insurance Plan will be entitled to compensation in the amount of 25% of the policy premium or \$5,000 per year, whichever is less. No opt-out compensation shall be paid to an Employee whose spouse is employed by the Borough, by the East Rutherford Board of Education or by the Becton Regional Board of Education.

2. The payment described in Section C.1 shall not be paid if the employee is otherwise eligible for coverage paid for by the Borough through his or her spouse.

D. **MANDATORY CONTRIBUTION.** Each Employee or Retiree receiving Borough paid health insurance shall pay to the Borough such amount as may be required by law towards the cost of that insurance.

15. CLOTHING ALLOWANCE

1. The Borough of East Rutherford shall continue the present policy to provide the Employees of the DPW with necessary safety jackets, safety vests, gloves, steel toe work boots, and a class III winter jacket.


2. In addition to the items in subsection 15.1, each Employee is entitled to a reimbursement for clothing deemed necessary by the Employee for the job to the maximum allowance set forth in the following table, per year to be paid to the Employee in the ordinary course of payment of Borough bills after presentation by the Employee of an appropriate voucher to the Borough Clerk:

Year	Maximum Clothing Reimbursement
2012	\$200
2013	\$300
2014	\$250
2015	\$250

3. Clothing and equipment deemed mandatory by the Borough shall be provided by the Borough of East Rutherford to the Employees of the DPW.

16. TERM OF THE AGREEMENT: This Agreement shall take effect on January 1, 2012, and remain in full force and effect through December 31, 2015. This Agreement shall remain in full force and effect until renewed based upon future negotiations between the parties.

Attest:




Danielle Lorenc, Borough Clerk

Attest:

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BOROUGH OF EAST RUTHERFORD

By: 

James L. Cassella, Mayor


**EAST RUTHERFORD DEPARTMENT
OF PUBLIC WORKS EMPLOYEES**

By: 

Harold Tit Pres.

By: 

Aaron Melchione

By: 

Michael Duran

By: 

Giuseppe Simon